



# State Water Resources Control Board

SURNAME



**Linda S. Adams**  
Secretary for  
Environmental Protection

**Division of Water Rights**  
1001 I Street, 14<sup>th</sup> Floor ♦ Sacramento, California 95814 ♦ 916.341.5300  
P.O. Box 2000 ♦ Sacramento, California 95812-2000  
Fax: 916.341.5400 ♦ [www.waterrights.ca.gov](http://www.waterrights.ca.gov)

**Arnold Schwarzenegger**  
Governor

TO FILES

February 04, 2008

In Reply Refer  
to:300:WT:S009775

Del Oro Water Company Inc.  
PO Box 5175  
Chico, CA 95927

## OWNER ASSIGNMENT OF STATEMENT OF WATER DIVERSION AND USE S009775 FOR DIVERSION FROM HERRING CREEK TRIBUTARY TO SOUTH FORK STANISLAUS RIVER IN TUOLUMNE COUNTY

On December 5, 2007 the State Water Resources Control Board, Division of Water Rights (Division) received notification changing the ownership of S009775 from Danny Conlin to Del Oro Water Company Inc. Accordingly, the Division will update its records to show the following:

Statement ID:	S009775
Current Owner:	Del Oro Water Company Inc
Mailing Address:	PO Box 5175 Chico, CA 95927
Telephone:	(530) 894-1100

A Supplemental Statement of Water Diversion and Use (Supplemental Statement) will be mailed to you every three years, which must be filed with the Division prior to July 1 that year. There is no fee for filing a Supplemental Statement. The submittal of a Supplemental Statement is a record of your water use. It is used by the Division to verify existing data and to notify you of water right matters related to your claim.

If you have questions or concerns regarding this matter, please contact me at (916) 341-5408 or at [WToy@waterboards.ca.gov](mailto:WToy@waterboards.ca.gov).

Sincerely,

Whalen Toy  
Water Resources Control Engineer  
WQ Certification & Special Programs Unit

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SURNAME

WT 2/4/08

STATE WATER RESOURCES  
CONTROL BOARD

2007 DEC -5 PM 2:05

DIV. OF WATER RIGHTS  
SACRAMENTO

DEL ORO  
WATER COMPANY

December 3, 2007

PARADISE PINES

STIRLING BLUFFS

LIME SADDLE

MAGALIA

FERNDALE

JOHNSON PARK

COUNTRY ESTATES

PINE MOUNTAIN

PINE FLAT

WALNUT RANCH

ARBUCKLE

STPAWBERRY

State Water Resources Control Board  
Division of Water Rights  
P.O. Box 2000  
Sacramento, CA 95812-2000

**Re: Sale of Conlin Strawberry Water Company - Water Diversion and  
Use Statement No. S009775**

Please be advised that on or about July 20, 2005 Del Oro Water Company, Inc. acquired all of the assets, rights, titles and interest in the Conlin-Strawberry Water Company. The owner of record was Danny Conlin, P.O. Box 116, Strawberry, CA 95375. Del Oro Water Company is headquartered in Chico, California and its mailing address is Drawer 5172, Chico, CA 95927. We have also enclosed a copy of the Purchase and Sales Agreement.

Please advise as to the necessary steps to begin receiving the Supplemental Statement of Water Diversion and Use. Our records currently go through 2001.

Regards,

  
**ROBERT S. FORTINO**  
Chief Executive Officer

Enclosure

426 BROADWAY, SUITE 301  
CHICO, CALIFORNIA 95926  
TEL: 530-894-1100  
FAX: 530-894-7645  
www.delorowater.com

2007-12-05  
File 9

AGREEMENT OF PURCHASE AND SALE OF ASSETS DEC -5 PM 2:05

DM. OF WATER RIGHTS  
SACRAMENTO

This Agreement is made as of July 20, 2005 among DEL ORO WATER COMPANY, INC. ("Buyer"), a California corporation, having its principal office at Chico, California; and Conlin-Strawberry Water Company ("Seller"), a California corporation, having its principal office at Strawberry, California.

Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of the water service and delivery properties of Seller. In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement the parties hereto agree as follows:

RECITATIONS

A. Buyer and Seller are both certified by the California Public Utilities Commission ("CPUC") to offer service as Water Corporations as defined in Section 241 of the California Public Utilities Code ("Code".)

B. Buyer and Seller understand that Seller is presently engaged in several proceedings before the CPUC including, without limitation, an informal General Rate case initiated by Seller in 1998 and I. 03-10-038, an investigation to determine, inter alia, whether the CPUC should seek an order appointing receiver to operate and sell Seller or its assets. Buyer and Seller understand that Seller seeks to sell the assets that are the subject of this agreement in furtherance of an effort to bring the disputes between Seller and the staff of the CPUC to an end in a manner agreeable to the CPUC and the parties to this agreement.

C. Buyer and Seller understand that the sale described herein must be approved by the CPUC pursuant to Sections 851-854 of the Code.

D. The parties acknowledge that, in order to achieve the goals set forth in B above, consummation of this transaction on an expeditious basis, is essential. Accordingly, except where expressly set forth below, the assets described below are being sold on an "as is" basis."

## ARTICLE I

### Purchase and Sale of Assets

1.1 The assets to be conveyed, transferred, assigned, and delivered, as provided by this Agreement, shall, without limitation, include substantially all of the water service, water rights and delivery assets and property (real and personal, tangible and intangible) of Seller of every kind and wherever situated that are owned by Seller wherein it has any right or interest, including all such assets of Seller reflected on the fund balance sheet of Seller as of September 30, 2005 but excluding:

1.1.1 Seller's books of account, but Seller agrees that Buyer shall from time to time have the right to inspect said books and make copies thereof;

1.1.2 Those assets disposed of in the ordinary course of business or as permitted by this Agreement; and

1.1.3 The property specified on Exhibit A-1 or otherwise reserved under this Agreement.

1.2 The purchase price shall not exceed be Three Hundred Thousand and No/100 Dollars (\$300,000.00), payable in cash by Buyer. Buyer will make an initial good faith deposit of \$5,000.00 upon signing of this agreement into an escrow account with Mid Valley Title Company in Chico, CA with the balance of the purchase price, plus all closing costs and other adjustments payable into the escrow account at least five (5) days prior to the closing.

1.3 Seller will deposit \$5,000.00 into the escrow account with Mid Valley Title Company upon signing of this agreement that will be used toward Seller's share of the water distribution system inspection per paragraph 7.11 and Seller's share of closing costs. If any amount of the \$5,000.00 is not used, it will be refunded by the title company to the Seller at the closing.

1.4 Gould Business Group, Inc. dba Vercor ("Broker") has acted as the only broker for this sale and earned a commission. Seller agrees to pay a commission to Broker for services in an amount specified per separate Listing Agreement which shall be payable at closing. If completion of sale is prevented by default of Seller that is outside

of Seller's control, no commission shall be due to Broker. If completion of sale is prevented by default of Buyer unless outside of Buyer's control, the Buyer shall be responsible for and agrees to pay the Broker's commission immediately upon default. In any action, proceeding or arbitration relating to the payment of such a commission, the prevailing party shall be entitled to reasonable attorney's fees and costs.

1.4.1 Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, or finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Business, including, but not limited to, inquires, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold harmless the other, and the Broker, and its agents, from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

1.4.2 Buyer acknowledges that Broker has furnished or will furnish to Buyer financial and other information obtained from Seller and other sources, the accuracy and completeness of which have not been verified by Broker. By Signing this Agreement, Buyer is acknowledging that Buyer is relying solely on Buyer's own inspection and due diligence of the Business, its assets, financial statements, business records, contracts, assumed liabilities, operational history, working capital requirements, future profitability and the representations by the Seller contained herein, and not the information provided to Buyer by the Broker and/or its agents.

1.4.3 Seller acknowledges that Broker has made no representations concerning the Buyer's creditworthiness or ability to complete this transaction or to successfully operate the Business. By signing this Agreement, Seller is acknowledging that Seller is relying solely on Seller's own investigation of the creditworthiness and business qualifications of Buyer and not on any representation that has been made by the Broker and/or its agents.

1.4.4 Should any representations of Seller or Buyer be untrue, Buyer and Seller agree to look solely to each other for relief and shall release, hold harmless, indemnify, and defend the Broker and its agents from any claims, unless Broker and/or its agents are

proven to have committed gross negligence or willful misconduct, in which case there would be no release of Broker and/or its agents from any claims.

1.4.5 Broker is representing the Seller in this transaction and any assistance to the Buyer related to the business buying or selling process shall not convert Broker or any member of Broker's staff into an agent for the Buyer.

## ARTICLE II

### Allocation

2.1 The purchase price of the assets has been allocated as set forth on Exhibit A-3 in accordance with Section 1060 of the Internal Revenue code.

## ARTICLE III

### Representations and Warranties of Seller

Seller represents and warrants to its best present knowledge and belief that:

3.1 Seller is a California Corporation duly organized, validly existing, and in good standing under the laws of California.

3.2 Exhibit B-1 to this Agreement sets forth the balance sheet of Seller as of the period ending September 30 2005. The financial statement in Exhibit B-1 is referred to as the "Financial Statement". The Financial Statement has been prepared in accordance with generally accepted accounting principles consistently followed by Seller throughout the periods indicated, and fairly present the financial position of Seller as of the respective date of the balance sheet included in the Financial Statement, and the results of its operations for the respective periods indicated.

3.3 Since September 30, 2005 without the consent of Buyer, there has not been any:

3.3.1 Transaction by Seller except in the ordinary course of affairs as conducted on that date except as set forth on Exhibit B-2;

3.3.2 Capital expenditures in the aggregate by Seller exceeding \$ 1,000 Dollars;

3.3.3 Material adverse change in the financial condition, liabilities or assets, affairs of Seller;

3.3.4 Destruction, damage to, or loss of any asset of Seller (whether or not covered by insurance) that materially and adversely affects the financial condition, affairs, or prospects of Seller;

3.3.5 Labor trouble or other event or condition of any character materially and adversely affecting the financial condition, affairs, assets, or prospects of Seller except as set forth in the formal record of CPUC Docket I. 03-10-038 with which Buyer is familiar

3.3.6 An increase in the salary or other compensation payable to or to become payable by Seller to any of its officers, directors, or employees, or the declaration, payment, or commitment or obligation of any kind for the payment by Seller of a bonus or other additional salary or compensation to any such person;

3.3.7 Sale or transfer of any asset of Seller except in the ordinary course of affairs;

3.3.8 Amendment or termination of any contract, agreement, or license to which Seller is a party, except in the ordinary course of business;

3.3.9 Loan by Seller to any person or entity, or guarantee by Seller of any loan;

3.3.10 Waiver or release of any right or claim of Seller, except in the ordinary course of affairs;

3.3.11 Other event or condition of any character that has or might reasonably have a material and adverse effect on the financial condition, affairs, assets, or prospects of Seller except as set forth in the formal record of CPUC Docket I. 03-10-038 with which Buyer is familiar.

3.3.12 Agreement by Seller to do any of the things described in the preceding clauses of this Section 3.3.

3.4 Seller has no debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise and whether due or to become due, that is not reflected or reserved against in Seller's fund balance sheet as of September 30, 2005 included in the Financial Statement or set forth in Exhibits B-2, B-3, or B-4 to this Agreement, except for those (i) that may have been incurred after the date of that balance sheet, (ii) that are not required by generally accepted accounting principles to be included in a balance sheet or (iii) approved by Buyer. Except as described in Exhibits B-2 and B-3, all debts, liabilities, and obligations incurred after that date were incurred in the ordinary

course of affairs, and are usual and normal in amount both individually and in the aggregate.

3.5 Of the three parcels described in this paragraph Exhibit C-1, to this Agreement is a legal description of two of the three parcels (Red Wood Tank Site: Par B r/s 27-94 por sw 1/4 - .95 acreage. Parcel number 024-090-23-00) (Steel Tank Site & Treatment Plant Site: r/s 25-49 por tract 39 - .45 acreage. Parcel number 024-090-24-00) of real property in use by Seller, except for one parcel (former red wood tank site). This parcel is estimated at 25 ft x 25 ft with a 6 ft x 50 ft dirt access path. The former red wood tank has collapsed and is out of service (1970's). The tax and or deed - fee records for this parcel cannot be located and it is believed this site is owned by the water company (Deeded from Danny Conlin father or grand father circa 1950's). Exhibit C-2 a copy of the tax record of the two parcels owned and used by the water company. Exhibit C-1 are valid and in full force, and there does not exist any default or event that with notice or lapse of time, or both, would constitute a default. The zoning of each parcel of property described in Exhibit C-1 permits the present existing improvements and the continuation of business presently being conducted on such parcel.

3.6 Seller must provide acceptable documents to support its claim with respect to the collapsed tank site, Lower Diamond tank site and Upper Diamond tank site. The Upper Diamond and Lower Diamond site-pad is approximately 75 x 75 sq.ft with a 1970's era bolted water tank, 50 feet tall x 25 feet wide each. Each tank is operational and in working order. Each site has been in daily use from the 1970's. The seller has indicated he was given verbal permission to use the sites - pads when the tanks were erected (1970's). It is believed the upper Diamond Tank pad is owned by Mr. & Mrs. Diamond (estate) and the lower tank site pad is owned by USDA Forrest Service. The tanks, piping, pumps, sheds are the property of the water company. No payment has been made for the use of the tank sites-pads. The seller is to resolve these three items to the satisfaction of the buyer prior to the close of escrow.



3.7 Exhibit C-3 to this Agreement is a complete and accurate schedule as of the date of this Agreement describing, and specifying the location of, all machinery, equipment, drawings, and all other tangible personal property owned by, leased by, in the possession of, or used by Seller in connection with its water service and delivery affairs which is being transferred by Buyer, provided, however, no such item is listed which has a fair market value of less than one hundred DOLLARS (\$100.00).

3.8 Exhibit C-4 to this Agreement is a complete and accurate schedule of the accounts receivable of Seller as of November 31, 2005 as reflected in the funds balance sheet as of that date. These accounts receivable, and all accounts receivable of Seller created after that date, arose from valid sales in the ordinary course of affairs. These accounts have been collected in full since that date, or are, to the best of Seller's knowledge, collectible at their full amounts.

3.9 Exhibit C-5 to this Agreement is a complete and accurate schedule of the accounts payable of Seller as of November 31, 2005 as reflected in the funds balance sheet as of that date. Except as described in Exhibit C-5, these accounts payable, and all accounts payable of Seller created after that date, arose from purchases in the ordinary course of business.

3.10 Seller has good and marketable title to all its assets and interests in assets, whether real, personal, mixed, tangible or intangible, which constitute all the assets and interests in assets that are used in the affairs of Seller. All these assets are free and clear of restrictions on or conditions to transfer or assignment, and are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, right-of-way, covenants, conditions, or restrictions, except for (i) those disclosed in Seller's funds balance sheet as of December 31, 2005 (Exhibit B-1) and in Exhibits C-1 through C-2 to this Agreement; and (ii) possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from, interfere with the present or intended use of any of these assets, or materially impair operations.

3.11 Exhibit D-1 to this Agreement is a correct and current list of all customers of Seller together with summaries of the sales made to each customer during the most recent fiscal year. Except as indicated in Exhibit D-1, Seller has no information and is not aware of any facts indicating that any of these customers intend to cease doing

business with Seller, or materially alter the amount of business that they are presently doing with Seller.

3.12 Exhibit E-1 to this Agreement is a list of all employment contracts and collective bargaining agreements, and all pension, bonus, profit sharing, stock option, or other agreements or arrangements providing for employee remuneration or benefits to which Seller is a party or by which Seller is bound; all these contracts and arrangements are in full force and effect, and neither Seller nor any other party is in default under them. There have been no claims of defaults and there are no facts or conditions which if continued will result in a default under these contracts or arrangements.

3.13 Exhibit C-6 to this Agreement is a description of all insurance policies held by Seller concerning its affairs and properties. All these policies in their respective principal amounts are set forth in Exhibit C-6.

3.14 Seller has complied with all, and is not in violation of any, applicable federal, state or local statutes, laws, and regulations (including, without limitation, any applicable building, zoning, environmental or other law, ordinance, or regulations) affecting its properties or the operation of its business, except as previously disclosed to Buyer.

3.15 Except as set forth in Exhibits F-1 and F-2, there is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened, against or affecting Seller or any of its affairs, assets, or financial condition. Seller is not in default with respect to any other, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality. Except as set forth in Exhibit F-1, Seller is not presently engaged in any legal action to recover monies due or damages sustained.

## ARTICLE IV

### Buyer's Representations and Warranties

Buyer represents and warrants that:

4.1 Buyer is a corporation duly organized, existing, and in good standing under the laws of the State of California. The execution and delivery of this Agreement and the consummation of this transaction by Buyer have been duly authorized, and no further corporate authorization is necessary on the part of Buyer.

4.2 Buyer is entering into this Agreement in good faith and will take such actions, procedures and steps necessary to consummate the purchase of the Assets concomitant with and subject to all of the terms and conditions of this Agreement.

## ARTICLE V

### Sellers

### Obligations Before Closing

Seller covenants that from the date of this Agreement until the closing:

5.1 Buyer and its counsel, accountants, and other representatives shall have full access upon reasonable notice during normal business hours to all properties, books, accounts, records, contracts, and documents of or relating to Seller. Seller shall furnish or cause to be furnished to Buyer and its representatives all data and information concerning the affairs, finances, and properties of Seller that may reasonably be requested and not privileged by law.

5.2 Seller will carry on its affairs and activities diligently and in substantially the same manner as they have previously been carried out.

5.3 Seller will use its best efforts, without making any commitments on behalf of Buyer, to preserve its organization intact until the closing, to keep available its Board of Directors and management, and to preserve its present relationships with suppliers, customers, and others having relationships with it.

5.4 Seller will continue to carry its existing insurance, subject to variations in amounts required by the ordinary operations of its business. At the request of Buyer and at Buyer's solo expense, the amount of insurance against fire and other casualties which, at the date of this Agreement, Seller carries on any of its properties or in respect of its operation shall be increased by such amount or amounts as Buyer shall specify.

5.5 All representations and warranties of Seller set forth in ARTICLE III of this Agreement and any written statements (as may be updated) delivered to Buyer by Seller under this Agreement will also be true and correct as of the closing date as if made on that date.

5.6 Any exhibits, documents, lists or other writings furnished to Buyer by Seller as updated pursuant hereto, shall be accurate, current, true and complete as of the closing. There shall be a continuing obligation to Buyer to maintain the accuracy and completeness of each such written instrument up to and including the closing date.

5.7 Seller shall cooperate with Buyer in filing an application with the CPUC for approval of this transaction.

5.8 Seller shall ensure that the costs of all new hook-ups within Seller's service area prior to close of escrow shall be paid by the person requesting the hook-up.

5.9 Seller shall not reduce any part of its existing water rates without the consent of Buyer.

## ARTICLE VI

### Buyer's Obligations Before Closing

6.1 Buyer shall at its expense apply to the CPUC for approval of this transaction.

## ARTICLE VII

### Conditions Precedent to Buyer's Performance

7.1 The obligations of Buyer to purchase the Assets under this Agreement are subject to the satisfaction, as or before the closing, of all the conditions set out below in this Article VII. Buyer may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall

constitute waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, warranties, or covenants under this Agreement. Except as otherwise permitted by this Agreement, all representations and warranties by Seller in this Agreement or in any written statement that shall be delivered to Buyer under this Agreement shall be true (as may be updated) on and as of the closing date as though made at that time.

7.2 Buyer shall have completed due diligence on the Seller to Buyer's satisfaction within one hundred and eighty (180) days from the date of signing of this agreement. Buyer will submit a due diligence request to Seller within five (5) days after the signing of this agreement and Seller will provide the requested items within five (5) days thereafter.

7.3 Seller shall have performed, satisfied, and complied with all covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it, on or before the closing date.

7.4 During the period from November 1, 2005 to the closing date, there shall not have been any material adverse change in the results of operations of Seller, and Seller shall not have sustained any material loss or damage to its assets, whether or not insured, that materially affects its ability to conduct a material part of its water service and delivery business.

7.5 No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or its consummation, other than the Application to the CPUC described in 6.1, shall have been instituted or threatened on or before the closing date.

7.6 The execution and delivery of this Agreement by Seller and the performance of its covenants and obligations under it shall have been duly authorized by Seller, and Buyer shall have received copies of all resolutions pertaining to that authorization, duly certified.

7.7 Buyer shall have received from Mid-Valley Title Company title insurance policies, dated as of a date no earlier than five days before the closing date, issued at equal expense to the Seller and Buyer, insuring the fee simple title of Buyer to all the respective real property (other than that held only as lessee) described in Exhibit C-1,

subject only to (i) the lien, if any, of current real property taxes, payment of which is not delinquent, (ii) liens and encumbrances referred to in the funds balance sheet of Seller as of September 30, 2005 attached as part of Exhibit B-3, (iii) objections and exceptions noted in these title insurance policies, which have been approved in writing by Buyer, and (iv) encumbrances listed on Exhibit B-6. Liability coverage under those title insurance policies shall be at least equal to the book value of the real property they cover as reflected in the balance sheet described in (ii) above.

7.8 The form and substance of all certificates, instruments, opinions, and other documents delivered to Buyer under this Agreement shall be satisfactory in all reasonable respects to Buyer and its counsel.

7.9 Seller shall cooperate with Buyer in complying with Division 6 of the California Commercial Code (Bulk Transfer).

7.10 All governmental approvals necessary to the consummation of this Agreement, including, but not limited to, the approvals of the pending rate case increase by the CPUC and the State of California, Department of Health Services, shall have been obtained in form and substance satisfactory to the parties.

7.11 Buyer shall have completed at Buyer's own expense one or more internal inspections of the water distribution system (pumps, tanks, real property, etc.) and Buyer shall have hired an external third party to complete an inspection of the water distribution system. All inspections shall be completed at least thirty (30) days prior to the closing to Buyer's reasonable satisfaction. The expense of the external third party inspection will not exceed \$5,000.00 and will be paid  $\frac{1}{2}$  by Seller and  $\frac{1}{2}$  by Buyer.

7.12 Seller shall have obtained in the name of the Buyer and at Seller's expense a general liability insurance policy in the amount of \$3,000,000 covering potential catastrophic events related to the water company for a period of two (2) years after the closing.

## ARTICLE VIII

### Conditions Precedent to Seller's Performance

The obligations of Sellers to sell and transfer the assets under this Agreement are subject to the satisfaction, at or before the closing, of all of the following conditions:

8.1 All representations and warranties by Buyer contained in this Agreement or in any written statement delivered by Buyer under this Agreement shall be true on and as of the closing date as though such representations and warranties were made on and as of that date.

8.2 Buyer shall have performed and complied with all covenants and agreements, and satisfied all conditions that it is required by this Agreement to perform, comply with, or satisfy, before or at the closing.

## ARTICLE IX

### Closing

9.1 The transfer of the assets to Buyer (the "Closing") shall take place at the offices of the Buyer, 426 Broadway, Chico, California at One o'clock P.M. (1:00 P.M.) local time, fifteen (15) days after the effective date of the order of the CPUC authorizing said transfer, or at such other time and place as the parties may agree to in writing (the "Closing Date").

9.2 At the Closing, Seller shall deliver to the Buyer the following instruments in form and substance satisfactory to Buyer and its counsel, against delivery of the items specified in Section 9.3:

9.2.1 For all real property and interest in real property, grant deeds, properly executed and acknowledged, conforming to and conveying the agreed state of title;

9.2.2 Assignments of all leaseholds, properly executed and acknowledged by Seller, and accompanied by all consents of lessors required by this Agreement and the leases being assigned; and

9.2.3 Instruments of assignment and transfer of the Assets of Seller, as set forth in Section 1.1 hereof. Simultaneously with the consummation of the transfer, Seller, through its officers, agents, and employees, will put Buyer into full possession and enjoyment of all properties and assets to be conveyed and transferred by this Agreement;

9.2.4 Seller, at any time before or after the Closing Date, will execute, acknowledge, and deliver any further deeds, instruments of transfer, reasonably requested by Buyer, and will take any other action consistent with the terms of this Agreement that may be reasonably requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing the possession, any or all property to be conveyed and transferred by this Agreement. If requested by Buyer, Seller further agrees to prosecute or otherwise enforce in its own name for the benefit of Buyer, any claims, rights, or benefits that it transferred to Buyer by this Agreement and that require prosecution or enforcement in such name. Any prosecution or enforcement of claims, rights, or benefits under this Section shall be solely at Buyer's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement by Seller;

9.2.5 A certificate executed by Seller, dated the Closing Date, certifying that the representations and warranties in this Agreement (as may be updated) are true and correct at and as of the Closing Date, as though each as of the Closing Date, as though each representation and warranty had been made on that date.

9.3 At the Closing, Buyer shall deliver to Seller the following instruments and documents against delivery of the items specified in Section 9.2:

9.3.1 Certified resolutions of Buyer's board of directors authorizing the execution and performance of this Agreement and all actions to be taken by Buyer under this Agreement;

9.3.2 A certificate executed by the president or vice president and the secretary or treasurer of Buyer certifying that all Buyer's representations and warranties under this Agreement are true as of the Closing Date, as though each of those representations and warranties had been made on that date.



## ARTICLE X

### Post-Closing Obligations

10.1 The warranties, representations and obligations of the parties hereto shall survive the Closing.

10.2 Buyer shall supply water to the best of its abilities to the customers of Seller as of the Closing Date, shall otherwise comply with conditions pertaining to the service of water set forth in any order of the CPUC, and shall supply water subject to reasonable and uniform rates, rules and regulations to additional connections within the service area after such connections are legally made.

10.3 The Strawberry District shall remain a separate rate area after close of escrow.

## ARTICLE XI

### Miscellaneous

11.1 This Agreement and the transactions contemplated under this Agreement may be terminated at any time prior to the closing Date:

11.1.1 By mutual consent of Buyer and Seller;

11.1.2 By Buyer if there has been a material misrepresentation or a material breach of Seller's obligations, or in any exhibit or certificate required by and delivered pursuant to this Agreement;

11.1.3 By Seller if there has been a material misrepresentation or a material breach of Buyer's obligations, representations and warranties set forth in this Agreement or in any exhibit or certificate required by and delivered pursuant to this Agreement;

11.1.4 By Seller or Buyer if (i) a temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Agreement shall have been issued by any federal, state or foreign court or other governmental or regulatory authority and remain in effect, (ii) any litigation seeking the issuance of such an order or injunction, or seeking substantial damages against Seller or Buyer if the Agreement is consummated, shall be pending which, in the good faith judgment of Seller or Buyer (acting upon advice of their respective counsel) has a reasonable probability of resulting in such order, injunction or substantial damages, or

(iii) any federal, state, local or foreign statute, rule or regulation shall have been enacted which would make the consummation of the Agreement illegal;

11.1.5 By Seller or by Buyer if the Closing Date referred to in Section 9.1 has not occurred by May 1, 2005 unless the CPUC approval/disapproval has not occurred in which event termination may not occur until after their ruling.

11.1.6 By Seller if it receives a bona fide offer not matched by Buyer provided, however, Seller shall pay the Breakout Fee to Buyer as provided below in Section 11.4.

11.2 In the event that this Agreement is terminated pursuant to this Article XI, or because of the failure to satisfy any of the conditions specified in Article VIII or Article IX, all further obligations of Buyer and of Seller under this Agreement shall terminate without further liability of Buyer to Seller (provided Buyer has not breached) except for the obligations of Buyer under Section 11.3 and Seller under Section 11.4; provided, however, anything in this Agreement to the contrary notwithstanding, that if Seller fails to satisfy any of the conditions specified in Article VIII, Buyer shall nonetheless have the right, in its discretion, to proceed with the transactions contemplated by this Agreement, and if Buyer fails to satisfy any of the conditions specified in Article IX, Seller shall nonetheless have the right, in its discretion, to proceed with the transactions contemplated by this Agreement.

11.3 In the event of the termination of this Agreement for any reason, Buyer will return to Seller all documents, work papers, and other materials (including copies) relating to the transactions contemplated by this Agreement, whether obtained before or after execution of this Agreement. Buyer will not use any information so obtained for any purpose, and will take all practicable steps to have such information kept confidential.

11.4 In the even this Agreement is consummated, each Party shall pay its own costs and expenses. In the event of the termination of this Agreement for any reason, each party shall bear its own costs and expenses, including attorney fees.

Notwithstanding the foregoing, if this Agreement is terminated by Seller pursuant to Section 11.1.6, Buyer shall be paid its out-of-pocket costs and expenses not to exceed \$100,000. (the "Breakout Fee"). Payment shall be made within 10 days of receipt of an

invoice from Buyer. If this Agreement is terminated, the Purchase Deposit shall be payable from the escrow account to the Buyer, less fees and expenses of the escrow.

11.5 Captions and Headings in this Agreement are for convenience only and shall not be considered in interpreting any provision.

11.6 This Agreement embodies the entire agreement and understanding which exists between the signatories hereto and supersedes all prior and contemporaneous agreements, representations, and undertaking. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.7 This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all the parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

11.8 Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine, feminine and neuter genders shall each be deemed to include the other.

11.9 Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

11.10 This Agreement shall be binding on, and it shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, Buyer may not assign any of its rights under it, except to a wholly-owned subsidiary shall relieve Buyer of any of its obligations or duties under this Agreement.

11.11 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

11.12 All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the fifth day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Danny Conlin  
P.O. Box 116 Strawberry CA 95375

Dated: 7

To Buyer at:  
Del Oro Water Company, Inc.  
Drawer 5172  
Chico, CA 95927

Any party may change its address for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above.

11.13 This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed as of the day and year first above written.

BUYER

By

ROBERT S. FORTINO  
President

ATTEST:

Jaime Hanna  
Secretary

SELLER

By

President

Danny Conlin

ATTEST:

\_\_\_\_\_

Exhibits

Appendix A - Properties and Liabilities

## **Exhibits**

### **Appendix A – Properties and Liabilities**

- A-1 Property reserved from transfer to Buyer
- A-3 Purchase Price Allocation

### **Appendix B – Financial**

- B-1 Certified Financial Statements for period ending December 31, 2004
- B-2 Extraordinary Transactions
- B-3 Undisclosed liabilities
- B-4 Real property encumbrances

### **Appendix C – Assets**

- C-1 Real property descriptions (three parcels)
- C-2 Tax record for two parcels owned and used by the water company
- C-3 List of tangible personal property owned or used
- C-4 List of accounts receivable
- C-5 List of accounts payable
- C-6 Insurance policies

### **Appendix D – Customer/Suppliers**

- D-1 List of customers

### **Appendix E – Miscellaneous Agreements**

- E-1 Employment Agreements

### **Appendix F – Litigation**

- F-1 List of litigation
- F-2 List of administrative proceedings

2479/003/X67196.v1

# CONTACT REPORT

Division of Water Rights  
State Water Resources Control Board

---

Division Personnel: Luann Erickson

Date: November 29, 2007

Time: 9:34 a.m.

Subject: Statement of Water Diversion and Use No. 9775

Individual Contacted: Bob Fortino of Del Oro Water Company

Telephone: No: (530) 894-1100 x101

Conversation Description: Mr. Fortino called with general questions regarding Statement of Water Diversion and Use No. 9775, which his company recently acquired. I mailed him a copy of the original statement that is currently in the name of Danny Conlin. I told him to write a letter advising of the change in ownership and enclose the documentation showing they have acquired the right. He said he would send the letter in tomorrow.

Mr. Fortino's address is :

Bob Fortino  
Del Oro Water Company  
Drawer 5176  
Chico, CA 95927

S 9775

# State Water Resources Control Board

## Division of Water Rights

1001 I St 14<sup>th</sup> Fl \* Sacramento CA 95814 \*(916) 341-5300

Mailing Address: PO Box 2000 Sacramento CA 95812-2000

Fax: (916) 341-5400 \* Web Site Address: <http://www.swrcb.ca.gov>

Division of Water Rights: <http://www.waterrights.ca.gov>

# fax

TO: Vicky Carne

FAX NUMBER: 209-965-4003

TELEPHONE NUMBER: 209-965-4106

FROM: Koso Nodohara

TELEPHONE NUMBER: (916) 341-5366

FAX NUMBER: (916) 341-5400

DATE: March 27, 2002

E-mail address: [knodohara@waterrights.swrcb.ca.gov](mailto:knodohara@waterrights.swrcb.ca.gov)

NUMBER OF PAGES SENT: one

RE: Supplemental Statement of Water Diversion and Use

To: Vicki Carne

RE: Statement No. 9775

Herring Creek in Tuolumne County

Thank you your fax.

Mr Conlin will be receiving our Supplemental for the years of 1999-2000-2001.

The Statement holders will have an option to file on line so we are currently making final adjustments so please bear with us.

We believe we can mail out the supplementals very soon possibly the first of April.

Post-it® Fax Note	7671	Date	# of pages ▶
To	From		
Co./Dept.	Co.		
Phone #	Phone #		
Fax # 209-965-	Fax # 4003		



# CONTACT REPORT

DIVISION OF WATER RIGHTS  
STATE WATER RESOURCES CONTROL BOARD

SUBJECT: Conlin Strawberry Water Company

DATE: 10/28/2005 TIME: 10:30 DIVISION PERSONNEL: Katy Washburn  
Watershed Unit 1

PERSONAL ☐ WHERE: TELEPHONE ☒ NUMBER: (916) 860-8613

INDIVIDUAL(S)/ AGENCY CONTACTED: Gary Jennings / representing Conlin Strawberry Water Company

CONVERSATION DESCRIPTION: I spoke with Gary as a phone duty question regarding Statement S009775. Gary is interested in purchasing the water company from Danny Conlin and wanted to verify the basis of right. I explained that a filing a statement serves three purposes: 1. Provides a record of water use, 2. Enables the State to notify such users if someone proposes a new appropriation upstream from their diversion and 3. Assists the State to determine if additional water is available for future appropriators. A statement is a record and does not provide a basis of right. I explained that if substantial historical evidence of continuous use prior to December 19, 1914 could be provided for review by the board a basis might be established. Gary inquired about our enforcement of statements. I explained that if an inspection or complaint reveals that there is no basis of right and the user continues to divert water they are subject to enforcement action such as an ACL. Gary also inquired about federal filing F005087S on Herring Creek. I explained that the filing was for direct diversion of 100 af. Gary informed me that there was an abandoned reservoir on what he believed was federal land. Gary plans to contact the county to inquire about purchasing this reservoir and wanted to know how he could acquire rights to operate the reservoir. I explained that Gary would have to file an application to appropriate water and directed him to the forms on the water board web site. Gary said he would print off this material and review the process. He plans to visit the file room to review the above-mentioned files and start the application process once he has acquired the reservoir.

Washburn 10/28				
SURNAME				



S009775%\$2001

1999, 2000, 2001

**SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE**

If the information below is inaccurate, please line it out in red and provide current information.  
Notify this office if ownership or address changes occur during the coming year.

Please Complete and Return This Form by July 1, 2002.

\*If the mail recipient's name, address or phone No. is wrong or missing, please correct.

Owner of Record: DANNY CONLIN

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

DANNY CONLIN

PO BOX 116

STRAWBERRY, CA 95375

STATEMENT NO.: S009775  
CONTACT PHONE NO.: (209)965-4106

FOR ONLINE REPORTING AT  
[www.waterrights.ca.gov](http://www.waterrights.ca.gov)

USER NAME: S009775  
PASSWORD: C16451

Source Name: HERRING CREEK

Tributary To: SOUTH FORK STANISLAUS RIVER

County: Tuolumne

Diversion Within: SW1/4 of NW1/4 Section 15, T04N, R18E, MB&M

Year of First Use: 1897

Parcel Number:

A. Water is used under: Riparian claim \_\_\_\_\_ Pre 1914 right X Other (explain): \_\_\_\_\_

B. Year of first use (Please provide if missing above) \_\_\_\_\_

C. Amount of Use - Enter the amount (or the approximate amount) of water used each month.

Amounts below are:														Gallons		Acre-feet		Other						Total Annual
Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec												
1999	3.2	3.6	3.4	3.4	3.8	4.4	5.5	5.4	4.4	3.7	2.8	2.8												46.4
2000	3.0	2.9	3.2	2.8	3.1	4.4	5.7	5.8	3.9	3.6	3.2	2.8												44.4
2001	3.0	2.9	3.1	2.3	3.2	4.4	6.0	4.8	3.9	2.9	2.4	2.8												41.7

D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.

Irrigation 5 acres; Stockwatering \_\_\_\_\_; Domestic X \_\_\_\_\_;

Other (specify) \_\_\_\_\_

E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)  
NONE

F. Please answer only those questions below which are applicable to your project.

1. Conservation of water

a. Are you now employing water conservation efforts? YES X NO \_\_\_\_\_  
Describe any water conservation efforts you have initiated: PUTTING METERS ON ALL NEW CUSTOMERS

b. If credit toward beneficial use of water under claimed pre 1914 appropriative water right for water not used due to a conservation effort is claimed under section 1011 of the Water Code, please show the amounts of water conserved:

Reductions in Diversions:

yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg)

Reductions in consumptive use:

yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg)

I have data to support the above surface water use reductions due to conservation efforts. YES \_\_\_\_\_ NO \_\_\_\_\_

2. Water quality and wastewater reclamation

- a. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES \_\_\_\_\_ NO X
- b. If credit toward use under a claimed pre 1914 appropriative water right through substitution of reclaimed water, desalinated water or polluted water in lieu of appropriated water is claimed under section 1010 of the Water Code, please show amounts of reduced diversions and amounts of reclaimed water used:

yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg)  
I have data to support the above surface water use reductions due to wastewater reclamation. YES \_\_\_\_\_ NO \_\_\_\_\_

3. Conjunctive use of surface water and groundwater

- a. Are you now using groundwater in lieu of surface water? YES \_\_\_\_\_ NO X
- b. If credit toward use under a claimed pre 1914 appropriative right through substitution of groundwater in lieu of appropriated water is claimed under section 1011.5 of the Water Code, please show the amounts of groundwater used:

yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg) yr \_\_\_\_\_ (af/mg)  
I have data to support the above surface water use reductions due to conjunctive use efforts. YES \_\_\_\_\_ NO \_\_\_\_\_

I understand that it may be necessary to document the water savings claimed in "F." above if credit under Water Code sections 1010 and 1011 is sought in the future.

I declare that the information in this report is true to the best of my knowledge and belief.

DATE: MAY 24, 2002 at STRAWBERRY, California

SIGNATURE: Danny Conlin

PRINTED NAME: DANNY T. CONLIN  
(first name) (middle init.) (last name)

COMPANY NAME: DANNY CONLIN

If there is insufficient space for your answers, please use the space provided below.

ITEM CONTINUATION

GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California! They are riparian and appropriative rights.

A riparian right enables an owner of land bordering a natural lake or stream to take and use water on his riparian land. Riparian land must be in the same watershed as the water source and must never have been severed from the sources of supply by an intervening parcel without reservation of the riparian right to the severed parcel. Generally, a riparian water user must share the water supply with other riparian users. Riparian rights may be used to divert the natural flow of a stream but may not be used to store water for later use or divert water which originates in a different watershed, water previously stored by others, return flows from use of groundwater, or other "foreign" water to the natural stream system.

An appropriative right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914, new appropriators have been required to obtain a permit and license from the State. Appropriate rights can be granted to waters "foreign" to the natural stream system.

Statements of Water Diversion and Use must be filed by riparian and pre 1914 appropriative water users as set forth in Water Code section 5100 with specific exceptions. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversions, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include: (1) Statements of Water Diversion and Use, (2) Information Pertaining to Water Rights in California, and (3) Appropriation of Water in California.

*"The energy challenge facing California is real. Every California needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at <http://www.swrcb.ca.gov>"*

Mar 25 02 04:54p

CONLIN STRAWBERRY WATER

209-965-4003

p. 1

KSN

file:

59775

March 22, 2002

TO: STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS

PHONE: 916-341-5300

FAX: 916-341-5400

FROM: VICKI CARNE ON BEHALF OF DANNY CONLIN

PHONE: 209-965-4106

FAX: 209-965-4003

I just left a message on your answering machine but thought  
I could fax this info to you before you call us back.

We have not received a "SUPPLEMENTAL STATEMENT OF WATER  
DIVERSION AND USE" since 1999. I've faxed you the last  
one we filled out.

We were just getting worried why we haven't received one  
yet. Thank you.

MARCH 25, 2002

SECOND REQUEST

Thank you.

Answered by  
Jax

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
P.O. BOX 2000, SACRAMENTO, CA 95812-2000  
(916) 657-2170

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

If the information below is inaccurate, please line it out in red and provide current information.  
Notify this office if ownership or address changes occur during the coming year.

PLEASE COMPLETE AND RETURN THIS FORM BY JULY 1, 1999

OWNER OF RECORD: DANNY CONLIN

DANNY CONLIN  
PO BOX 116  
STRAWBERRY, CA 95375

SOURCE: HERRING CREEK  
TRIBUTARY TO: SOUTH FORK STANISLAUS RIVER  
COUNTY: TUOLUMNE  
DIVERSION  
WITHIN: SW¼ OF NW¼ SECTION 15, T4N, R18E, MB&M.

STATEMENT NO. 0009775  
JUN 22 AM 9  
TELEPHONE NUMBER:  
(209) 965-4106  
YEAR OF FIRST USE: 1897  
PARCEL NO:

A. Water is used under: Riparian claim \_\_\_\_\_ Pre 1914 right X Other (explain): \_\_\_\_\_

B. Year of first use (Please provide if missing above) \_\_\_\_\_

C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: Gallons X Acre-feet \_\_\_\_\_ Other \_\_\_\_\_

Year.	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept.	Oct	Nov	Dec	Total Annual
1996	3.4	3.5	4.6	3.1	2.8	5.2	6.9	5.6	4.3	2.7	3.7	3.3	49.1
1997	2.8	2.7	3.6	2.9	4.6	5.5	7.2	6.0	4.1	3.1	3.4	2.8	48.7
1998	3.4	3.3	3.4	3.6	3.7	4.4	6.7	7.7	6.1	4.0	3.3	3.9	53.5

D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.

Irrigation 5 acres; Stockwatering \_\_\_\_\_; Domestic X \_\_\_\_\_

Other (specify) \_\_\_\_\_

E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)

F. Please answer only those questions below which are applicable to your project.

1. Conservation of water

a. Describe any water conservation efforts you may have started. \_\_\_\_\_

b. \_\_\_\_\_

c. If credit toward beneficial use of water under claimed pre 1914 appropriate water right for water not used due to a conservation effort is claimed under section 1011 of the Water Code, please show the amounts of water conserved:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

2. Water quality and wastewater reclamation

a. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES \_\_\_\_\_ NO X

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
P.O. BOX 2000, SACRAMENTO, CA 95812-2000  
(916) 657-2170

- b. If credit toward use under a claimed pre 1914 appropriative water right through substitution of reclaimed water, desalinated water or polluted water in lieu of appropriated water is claimed under section 1010 of the Water Code, please show amounts of reduced diversions and amounts of reclaimed water used:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

3. Conjunctive use of surface water and groundwater

- a. Are you now using groundwater in lieu of surface water? YES \_\_\_\_\_ NO X
- b. If credit toward use under a claimed pre 1914 appropriative right through substitution of groundwater in lieu of appropriated water is claimed under section 1011.5 of the Water Code, please show the amounts of groundwater used:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

I declare that the information in this report is true to the best of my knowledge and belief.

DATE: MAY 19, 19 99 at STRAWBERRY, California

SIGNATURE: Danny Conlin

PRINTED NAME: DANNY T. CONLIN  
(first name) (middle init.) (last name)

COMPANY NAME: DANNY CONLIN

If there is insufficient space for your answers, please use the space provided below.

ITEM CONTINUATION


GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California. They are riparian and appropriative rights.

A riparian right enables an owner of land bordering a natural lake or stream to take and use water on his riparian land. Riparian land must be in the same watershed as the water source and must never have been severed from the sources of supply by an intervening parcel without reservation of the riparian right to the severed parcel. Generally, a riparian water user must share the water supply with other riparian users. Riparian rights may be used to divert the natural flow of a stream but may not be used to store water for later use or divert water which originates in a different watershed, or return flows from use of groundwater.

An appropriative right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914, new appropriators have been required to obtain a permit and license from the State.

Statements of Water Diversion and Use must be filed by riparian and per 1914 appropriative water users. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversions, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include: (1) Statements of Water Diversion and Use, (2) Information Pertaining to Water Rights in California, and (3) Appropriation of Water in California.

S-9 775

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

If the information below is inaccurate, please line it out in red and provide current information.  
Notify this office if ownership or address changes occur during the coming year.

PLEASE COMPLETE AND RETURN THIS FORM BY JULY 1, 1996.

OWNER OF RECORD: DANNY CONLIN

DANNY CONLIN  
P O BOX 116  
STRAWBERRY, CA 95375

STATEMENT NO: S009775

SOURCE: HERRING CREEK  
TRIBUTARY TO: SOUTH FORK STANISLAUS RIVER  
COUNTY: TUOLUMNE  
DIVERSION

TELEPHONE NUMBER:  
(209) 965-4106  
YEAR OF FIRST USE: 1897  
PARCEL NO:

WITHIN: SW¼ OF NW¼ SECTION 15, T4N, R18E, MB&M.

- A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right X \_\_\_\_\_; Other (explain) \_\_\_\_\_
- B. Year of first use (Please provide if missing above) \_\_\_\_\_
- C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☒ Gallons ☐ Acre-feet ☐ (other) \_\_\_\_\_

YEAR	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT	OCT.	NOV.	DEC	TOTAL ANNUAL
1993													
1994	4.5	4.8	4.9	3.8	4.8	5.6	6.0	1.6	1.5	1.8	2.6	2.2	44.1
1995	2.7	2.1	2.4	3.2	3.0	3.4	5.4	6.5	4.2	4.2	3.5	3.3	43.9

- D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.  
Irrigation 5 acres; Stockwatering \_\_\_\_\_; Domestic ☒ \_\_\_\_\_  
Other (specify) \_\_\_\_\_
- E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)  
\_\_\_\_\_
- F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.  
\_\_\_\_\_

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: JUNE 15, 1996, at STRAWBERRY, California

SIGNATURE: Danny Conlin

PRINTED NAME: DANNY T. CONLIN  
(FIRST NAME) (M. NAME) (LAST NAME)

COMPANY NAME: DANNY CONLIN

See back of page for General Information. If there is insufficient space for your answers, please number them in the space provided on the back of this form.

[illegible]

## GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California, riparian and appropriative rights.

A riparian right enables an owner of land bordering a natural lake or stream to take and use water on their riparian land. Riparian land must be in the same watershed as the water source and must never have been severed from the sources of supply by an intervening parcel without reservation of the riparian right to the severed parcel. Generally, a riparian water user must share the water supply with other riparian users. Riparian rights may be used to divert the natural flow of a stream but may not be used to store water for later use or to divert water which originates in a different watershed, or return flows from use of groundwater.

An appropriative right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914 new appropriators have been required to obtain a permit and license from the State.

Statements of Water Diversion and Use must be filed by riparian and pre-1914 appropriative water users. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversion, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available, including the following:

### "Statements of Water Diversion and Use"

**"Information Pertaining to Water Rights in California"**

## **"Water Rights for Stockponds Constructed Prior to 1969"**

## "Appropriation of Water in California"



## STATE WATER RESOURCES CONTROL BOARD

## DIVISION OF WATER RIGHTS

P.O. BOX 2000 SACRAMENTO, CA 95812-2000

(916) 657-1875

## SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

DIVERTER OF RECORD:

STATEMENT NO: 009775

DANNY CONLIN  
P O BOX 116  
STRAWBERRY, CA 95375

TELEPHONE NUMBER:  
(209) 586-2415

IF NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE: HERRING CREEK

TRIBUTARY TO: SOUTH FORK STANISLAUS RIVER

COUNTY: TUOLUMNE

YEAR OF FIRST USE: 1897

DIVERSION

WITHIN: SW1/4 OF NW1/4 SECTION 15, T04N, R18E, MDB&amp;M.

COMPLETE AND RETURN THIS FORM BY JULY 1, 1994.

- A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right X; Other (explain) \_\_\_\_\_
- B. Year of first use (Please provide if missing above) 1897
- C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☒ Gallons ☐ Acre-feet ☐ (other) \_\_\_\_\_

JAN. FEB. MAR. APR. MAY JUNE JULY AUG. SEPT. OCT. NOV. DEC. TOTAL ANNUAL

1991													
1992													
1993	9.0 million	8.1 million	9.0 million	8.9 million	9.0 million	17.0 million	25.5 million	20.5 million	13.5 million	8.1 million	7.5 million	7.4 million	143.5 million

- D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.  
Irrigation 3 acres; Stockwatering \_\_\_\_\_; Domestic ☒  
Other (specify) \_\_\_\_\_

- E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)

- F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: April 20, 19 94, at Strawberry, CaliforniaSignature: Danny Conlin

## GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California. They are riparian and appropriative rights.

A riparian right enables an owner of land bordering a natural lake or stream to take and use water on his riparian land. Riparian land must be in the same watershed as the water source and must never have been severed from the sources of supply by an intervening parcel without reservation of the riparian right to the severed parcel. Generally, a riparian water user must share the water supply with other riparian users. Riparian rights may be used to divert the natural flow of a stream but may not be used to store water for later use or to divert water which originates in a different watershed, or return flows from use of groundwater.

An appropriate right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914 new appropriators have been required to obtain a permit and license from the State.

Statements of water Diversion and Use must be filed by riparian and pre-1914 appropriative water users. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversion, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include:

"Statements of Water Diversion and Use"

"Information Pertaining to Water Rights in California"

"Water Rights for Stockponds Constructed Prior to 1969"

"Appropriation of Water in California"

5-9 775  
\*\* PLEASE COMPLETE, SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS \*\*

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS

P.O. BOX 2000 SACRAMENTO, CA 95812-2000

12-27-15

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

STATEMENT NO: S009775  
OWNER OF RECORD: DANNY CONLIN

DANNY CONLIN  
P O BOX 116  
STRAWBERRY, CA 95375

SOURCE: HERRING CREEK  
TRIBUTARY TO: SOUTH FORK STANISLAUS RIVER  
COUNTY: TUOLUMNE  
DIVERSION  
WITHIN: SW¼ OF NW¼ SECTION 15, T4N, R18E, MDB&M.

TELEPHONE NUMBER:  
(209) 9651-4106  
YEAR OF FIRST USE: 1897  
PARCEL NO:

(If any of the above information is inaccurate or missing, please correct. Notify this office if ownership or address changes occur during the coming year.)

COMPLETE AND RETURN THIS FORM BY JULY 1, 1995

- A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right X \_\_\_\_\_; Other (explain) \_\_\_\_\_
- B. Year of first use (Please provide if missing above) \_\_\_\_\_
- C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☒ Gallons ☐ Acre-feet ☐ (other) \_\_\_\_\_

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTAL ANNUAL
1992													
1993													
1994	4.5	4.8	4.9	3.8	4.8	5.6	6.0	1.6	1.5	1.8	2.3	2.3	44.1

- D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.  
Irrigation 5 acres; Stockwatering \_\_\_\_\_; Domestic \_\_\_\_\_  
Other (specify) \_\_\_\_\_

\*\*\* CONTINUE ON BACK PAGE \*\*\*

\*\*\* PLEASE COMPLETE, SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS \*\*\*

- E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed (new pump, enlarged diversion dam, location of diversion, etc.)

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- F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.

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I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: 4-14 1995, at STRAWBERRY, California  
SIGNATURE: Danny T Conlin  
PRINTED NAME: DANNY T. CONLIN  
(FIRST NAME) (M. NAME) (LAST NAME)  
COMPANY NAME: DANNY CONLIN

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HPC

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
STATEMENT OF WATER DIVERSION AND USE

MAY 15 2 33 PM '79  
DIV. OF WATER RIGHTS  
SACRAMENTO

This statement should be typewritten or legibly written in ink.

S9775

- A. Name of person diverting water Danny Conlin  
Address P.O. Box 116, Strawberry, CA 95375
- B. Name of body of water at point of diversion Herring Creek  
Tributary to South Fork of Stanislaus River
- C. Place of diversion SW 1/4 NW 1/4 Section 15 Township 4N Range 18E M B&M,  
Tuolumne County, or locate it on sketch of section grid on reverse side with regard to section lines or prominent local landmarks.

D. Name of works Conlin Strawberry Water Co.

- E. Capacity of diversion works 1,700 ~~gallons per second~~  
Capacity of storage reservoir 415,000 ~~gallons~~  
State quantity of water used each month in ~~gallons~~ or acre-feet

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
	66	66	80	100	106	106	106	53	20	20	33	66	822

If monthly and annual use are not known, check months in which water was used. State extent of use in units, such as acres of each crop irrigated, average number of persons served, number of stock watered, etc.

Maximum annual water use in recent years 1,600 ~~acre-feet~~

Minimum annual water use in recent years 500 ~~acre-feet~~

Type of diversion facility: gravity ☒, pump ☐

Method of measurement: weir ☒, flume ☐, electric power meter ☐, water meter ☐, estimate ☐

F. Purpose of use (what water is being used for) domestic and irrigation

G. General description or location of place of use (use sketch of section grid on reverse side if you desire)  
See Exhibit No. 1

H. Year of first use as nearly as known 1897

I. Name of person filing statement Danny Conlin  
Position Owner Organization Conlin Strawberry Water Co.  
Address P.O. Box 116, Strawberry, CA 95375

I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Date signed May 6, 1978

Signature Danny Conlin

See Instructions on Reverse Side